

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

03/28/23

04:59 PM

C1709023

Pacific Bell Telephone Company d/b/a
AT&T California (U 1001 C),

Complainant,

v.

Vaya Telecom, Inc. (U 7122 C),

Defendant.

C.17-09-023
(Filed September 29, 2017)

**VAYA TELECOM, INC. (U 7122 C)
MOTION FOR DISQUALIFICATION OF
ADMINISTRATIVE LAW JUDGE
KLINE FOR CAUSE**

Anita Taff-Rice
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Walnut Creek, CA 94597
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Email: anita@icommlaw.com
Counsel for Vaya Telecom, Inc.

Dated: March 28, 2023

Pursuant to Rule 9.4 of the Commission’s Rules of Practice and Procedure, Vaya Telecom, Inc. (“Vaya”) (U-7122-C) hereby moves the Commission for disqualification of Administrative Law Judge Kline for cause in the above captioned proceeding. This Motion is necessitated due to repeated *ex parte* communications directed to Judge Kline from a non-party on the sole substantive issue in the proceeding. Namely, Mr. Todd Lesser has repeatedly contacted Judge Kline on an *ex parte* basis making baseless accusations against Vaya, and specifically alleging that Vaya operates in an integrated fashion with a sister entity, O1 Communications, Inc. (“O1”) generally, and specifically to evade legal obligations.¹

The sole issue being litigated in the pending Order to Show Cause (“OSC”) is whether Vaya and O1 operate in an integrated fashion sufficient to warrant requiring O1 to pay an award Vaya has been directed to pay the plaintiff, Pacific Bell Telephone Company d/b/a/ AT&T California.² Hearings were completed in December 2021 and briefing in the OSC proceeding was completed in January 2022. The parties are therefore awaiting the issuance of the Presiding Officer’s Decision (“POD”).

While the improper *ex parte* communications are the fault of Mr. Lesser, Judge Kline has nonetheless been exposed to multiple defamatory and unsubstantiated assertions regarding the exact issues in the OSC proceeding. Judge Kline cannot un-hear what Mr. Lesser has said, and that damage cannot be undone. Especially at this critical time as Judge Kline is drafting the POD, there is a very real chance that Judge Kline may have been influenced by Mr. Lesser’s extra-record and false claims despite her best efforts to disregard

¹ Taff-Rice Decl., See Exhibit 3 (March 8, 2023 email from Todd Lesser to ALJ Kline).

²C.17-09-023, Administrative Law Judge’s Ruling Order to Show Cause, at p. 4 (March 15, 2021) (“Vaya must 1) explain its financial position, and 2) explain the financial, managerial, and operational relationship between Vaya and its affiliate O1 Communications, Incorporated (O1 Communications) and its affiliate O1 Services, LLC (O1 Services).)

them. Indeed, Judge Kline responded to one of Mr. Lesser's *ex parte* emails by stating that he would need to file a motion for party status if he wants to provide information in this proceeding.³ Thus Mr. Lesser's communications have created a real and concrete concern that Judge Kline is taking into account Mr. Lesser's wild accusations and may be unable to render a decision based only on record evidence. Vaya reluctantly has concluded that it must move for reassignment of the remainder of this proceeding to another judge to ensure a fair and unbiased decision.

I. Legal Standard

Pursuant to Rule 9.4 of the Commission's Rules of Practice and Procedure, "A party may move in any proceeding to disqualify the assigned Administrative Law Judge for having: ... (2) bias or prejudice in the proceeding. In a rate setting or adjudicatory proceeding, bias or prejudice may include either of the following: (A) Actions taken during the proceeding that demonstrate bias or prejudice. . . ."⁴

Rule 8.2(b), Ex Parte Requirements, states, "In any adjudicatory proceeding, *ex parte* communications and communications concerning procedural matters between interested persons and decisionmakers other than the assigned Administrative Law Judge are prohibited."

Additionally relevant here, Rule 1.1, "Any person who signs a pleading or brief, enters an appearance, offers testimony at a hearing, or transacts business with the Commission, by such act represents that he or she is authorized to do so and agrees to comply with the laws of this State; to maintain the respect due to the Commission, members of the Commission and its Administrative Law Judges; and never to mislead the Commission or its

³ Taff-Rice Decl., at Exhibit 4 (Email from Judge Kline to Todd Lesser dated March 17, 2023)

⁴ Cal. Code Regs., tit. 20, § 9.4 (Lexis Advance through Register 2023, No. 9, March 3, 2023).

staff by an artifice or false statement of fact or law.”⁵

II. BACKGROUND

A. Mr. Lesser and NCC Obtained Party Status by Misleading ALJ Kline in Violation of Rule 1.1

Mr. Lesser, on behalf of North County Communications Corporation of California (“NCC”), made an oral argument for party status at the outset of the May 19, 2021 hearing. Mr. Lesser and NCC’s request was granted based on false statements that NCC would be affected by the outcome of the proceeding. Mr. Lesser stated on behalf of NCC:

we are directly impacted to this, *past and present*, because North County Communications subtends the AT&T tandem. So, in other words, all the calls that Vaya has been sending to AT&T, a portion of those, a subset, were then forwarded on to North County Communications. . . . North County has been unable to bill Vaya for the termination of those calls. So this is a direct impact to North County.⁶

In reality, the Commission revoked NCC’s Certificate of Public Convenience and Necessity (“CPCN”) on June 11, 2020 in Resolution T-17676. Thus, it is impossible that NCC could subtend the AT&T tandem, receive any Vaya traffic or be entitled to send Vaya a bill for terminating traffic to the NCC network (unless of course NCC is violating state law by operating without a CPCN).

Vaya subsequently filed a motion to revoke NCC and Lesser’s party status in part on the basis that Mr. Lesser misled Judge Kline, and in part on the fact that Mr. Lesser never produced documents he claimed would be relevant to the proceeding.⁷ The motion was granted, but undeterred, Mr. Lesser has continued to contact Judge Kline on an *ex parte* basis

⁶ May 19, 2021 Hearing Tr. 6:28-7:12 (emphasis added).

⁷ Vaya Telecom, Inc. (U 7122 C) Motion for Reconsideration of Ruling Granting Party Status, at p. 6.

making false and defamatory statements about Vaya and seeking to provide documents in the case despite briefing having been closed in late January, 2022.

III. Mr. Lesser's Repeated Improper Ex Parte Communications Caused Bias

NCC and Mr. Lesser have continuously violated the Commission's *ex parte* rules by sending substantive emails to ALJ Kline, which is prohibited by Rule 8.2(b). On July 5, 2021, Vaya sent a procedural email to Judge Kline asking for permission to file a reply to Mr. Lesser and NCC's response to AT&T's Motion to Suspend Schedule and asked for confirmation as to whether Mr. Lesser had filed the response prior to 5 p.m.⁸

Mr. Lesser responded on August 5, 2021 by emailing Judge Kline asking her for guidance on whether his response was due by 5 p.m. under the Commission's rules. A true and correct copy of Mr. Lesser's email to Judge Kline is attached as Exhibit 1 to this motion. Mr. Lesser's email was not simply procedural but was a substantive request for ALJ Kline's interpretation of the Commission's Rules of Practice and Procedure and was therefore prohibited.⁹

Even more egregious, on August 9, 2021, Mr. Lesser emailed Judge Kline making substantive allegations about Vaya, including claiming to have documents that would "prove alter ego, perjury, bad faith and fraud."¹⁰ Vaya notes that the sole issue in this proceeding is whether alter ego liability should be imposed on O1 to pay Vaya's award to AT&T California. Further, Mr. Lesser asserted that "[s]imply allowing Vaya to relinquish their CPCN is not justice for the State of California." A true and correct copy of Mr. Lesser's substantive *ex parte* email to Judge Kline is attached as Exhibit 3 to this motion. Mr. Lesser's August 9, 2021 email is a substantive argument about the issues in this proceeding and was

⁸ Taff-Rice Decl., at p. ¶5.

⁹ Taff-Rice Decl., at p. ¶6.

¹⁰ Taff-Rice Decl., at p. ¶8.

clearly a prohibited *ex parte* communication.

Mr. Lesser is once again contacting Judge Kline about the specific issues in this case. On March 8, 2023, Mr. Lesser sent another substantive ex-parte communication to ALJ Kline which parties were notified of on March 17, 2023. An excerpt from Mr. Lesser's lengthy email shows that he repeated to Judge Kline his false accusations about Vaya and its operations with its sister, O1:

I thought you would find this interesting that Vaya claims that they have no money but after the judgement against them and after the date of them shutting down the corporation. They fraudulently conveyed their one asset - their judgment against NCC.¹¹ That judgment was based upon NCC not able to prove our claim because o1/Vaya caused the records to be invalid by unlawfully routing all the calls over their local interconnection truck [sic].

* * * * *

NCC was the victim here. Vaya and o1 created a scheme to sell below market rate long distance traffic. NCC sued o1 communications. We settled it and have a traffic exchange agreement. Then the principals of o1 communications created Vaya to unlawfully get around the agreement.

Mr. Lesser contacted Judge Kline yet again on March 17, 2023 in an email making substantive arguments about Vaya's ability to pay the AT&T award – one of the specific issues being examined in the OSC:

I would like permission to file in this case an exhibit showing that, post your decision and post Vaya claiming they have no assets to pay the AT&T judgment nor the CPUC fine, the assignment of a judgment against NCC.¹²

Mr. Lesser should be well aware that his *ex parte* communications are prohibited but simply refuses to abide by the Commission's Rules. Although the Commission revoked NCC's CPCN in 2020, Mr. Lesser continues to own and operate two CLECs [Shasta County

¹¹ Vaya notes that it provided a copy of the assignment of the NCC judgment to a law firm that is attempting to collect it as Vaya Exhibit VA0004-C, Attachments 8-10 (Brad Jenkins' declaration).

¹² Taff-Rice Decl., at Exhibit 4 (Todd Lesser email to Judge Kline dated March 17, 2023).

Telecom, Inc. (U-7129-C) and Channel Islands Telephone Company (U-7068-C)]. Thus, Mr. Lesser is charged with knowledge of the Commission's rules.

IV. Prayer for Relief

Mr. Lesser's repeated *ex parte* communications about specific, substantive issues in this proceeding has created a concrete and real likelihood that Judge Kline has been influenced by Mr. Lesser's defamatory and substantive emails and therefore is unable to render a decision based solely on evidence in the record of the proceeding. Therefore, Vaya requests that this matter be reassigned to another administrative law judge. Vaya asks that the reassignment be done immediately and that the Presiding Officer's Decision be issued by a judge other than Judge Kline to ensure a fair and unbiased decision,
Signed and dated this 28th day of March, 2023 at Walnut Creek, CA.

/s/Anita Taff-Rice

iCommLaw

1547 Palos Verdes, #298

Walnut Creek, CA 94597

Phone: (415) 699-7885

Fax: (925) 274-0988

Email: anita@icommlaw.com

Counsel for Vaya Telecom, Inc.

DECLARATION OF ANTIA TAFF-RICE

I, Anita Taff-Rice, declare, under penalty of perjury:

1. I have been outside counsel for Defendant Vaya Telecom, Inc. (“Vaya”) and the counsel of record for Vaya in C.17-19-023, the above captioned proceeding. I am licensed to practice law in the State of California. I have personal knowledge of the facts set forth herein, to which I could and would testify competently if called upon to do so.
2. This declaration is in support of the attached Plaintiff’s Motion for Disqualification of Administrative Law Judge Kline for Cause.
3. I declare that I believe that Vaya cannot have a fair and expeditious hearing before Administrative Law Judge Kline.
4. I declare that Vaya has not filed, pursuant to Rule 9.2. any prior motion for reassignment on peremptory challenge, or otherwise, in this proceeding.
5. I declare, on August 5, 2021, I emailed Judge Kline asking for permission to file a reply to Mr. Lesser’s response to AT&T’s Motion to Suspend Schedule and asked for confirmation as to whether Mr. Lesser had filed the response prior to 5 p.m.
6. Mr. Lesser responded on August 5, 2021 by emailing Judge Kline asking her for guidance on whether his response was due by 5 p.m. under the Commission’s rules.
7. A true and correct copy of Mr. Lesser’s August 5, 2021 email to Judge Kline is attached as Exhibit 1.
8. On August 9, 2021, Mr. Lesser emailed Judge Kline making substantive allegations about Vaya, including claiming to have documents that would “prove alter ego, perjury, bad faith, and fraud.” Further, Mr. Lesser asserted that “[s]imply allowing Vaya to relinquish their CPCN is not justice for the State of California.”
9. A true and correct copy of Mr. Lesser’s August 09, 2021 substantive ex-parte email to

Judge Kline is attached as Exhibit 2.

10. On March 8, 2023, Mr. Lesser again emailed Judge Kline making further substantive allegations about Vaya and its operations with its sister, O1 Communications, Inc.

11. A true and correct copy of Mr. Lesser's March 9, 2023 substantive ex-parte email to Judge Kline is attached as Exhibit 3.

12. On March 17, 2023, Mr. Lesser again emailed Judge Kline making further substantive allegations about Vaya and its operations with its sister, O1.

13. A true and correct copy of Mr. Lesser's March 17, 2023 substantive ex-parte email to Judge Kline is attached as Exhibit 4.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in Walnut Creek, California on this 28th day of March 2023.

A handwritten signature in black ink, reading "Anita J. Rice". The signature is written in a cursive style with a horizontal line underneath the name.

EXHIBIT 1

**AUGUST 5, 2021 IMPROPER EX PARTE EMAIL FROM TODD LESSER
TO JUDGE KLINE**

Subject: Re: C.17-09-023 Vaya Request to file Reply

From: Todd Lesser fm <todd@nccom.com>

Date: 8/5/2021, 1:11 PM

To: zk1@cpuc.ca.gov

CC: "BOLANOS, RAYMOND P (Legal)" <rb2659@att.com>, AppRhg <AppRhg@cpuc.ca.gov>, stacy.lee@cpuc.ca.gov, JTCovey@duanemorris.com, HGermann@mayerbrown.com, tgz@cpuc.ca.gov, Andy.Umana@att.com, DavidJMiller@att.com, "THOMSON, MARGARET M (Legal)" <MT4348@att.com>, hugh.osborne@att.com, MNelson@o1.com, alco.robinson@att.com, elizabeth.hansen@att.com, Anita Taff-Rice <anita@icommlaw.com>

Judge Kline,

Unless I am looking at the wrong CPUC URL, I see nothing in 11.1(e) that requires a document to be filed by 5 pm.

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M209/K618/209618807.PDF>

On Aug 5, 2021, at 11:34, Anita Taff-Rice <anita@icommlaw.com> wrote:

Judge Kline,

Vaya requests permission to file a reply to NCC's response to AT&T's Motion to Suspend Schedule. Given that NCC's response was not served until 8:27pm yesterday, I would like to confirm whether it was filed before 5pm as required by rule 11.1(e).

Thank you for your consideration.

Anita

On 8/4/2021 8:27 PM, Todd Lesser fm wrote:

To Service List:

Attached please find the response of North County Communication Corporations reply to AT&T's Motion to Suspend Schedule which was e-filed with the Commission today.

EXHIBIT 2

**AUGUST 9, 2021 IMPROPER EX PARTE EMAIL FROM TODD LESSER
TO JUDGE KLINE**

Subject: Fwd: Protective order

From: Todd Lesser fm <todd@nccom.com>

Date: 8/9/2021, 11:13 AM

To: zk1@cpuc.ca.gov

CC: Anita Taff-Rice <anita@icommlaw.com>, "BOLANOS, RAYMOND P (Legal)" <rb2659@att.com>, AppRhg <AppRhg@cpuc.ca.gov>, stacy.lee@cpuc.ca.gov, JTCovey@duanemorris.com, "HGermann@mayerbrown.com" <HGermann@MayerBrown.com>, tgz@cpuc.ca.gov, Andy.Umana@att.com, DavidJMiller@att.com, "THOMSON, MARGARET M (Legal)" <MT4348@att.com>, hugh.osborne@att.com, MNelson@o1.com, alco.robinson@att.com, elizabeth.hansen@att.com

Your honor,

As you are aware, NCC would like to make part of the record documents including depositions, discovery responses, and declarations made by Vaya and o1 from NCC State Court case against Vaya. Vaya, o1, its principals and its attorneys made inconsistent statements between the CPUC proceedings and the State Court case. On Friday, NCC received AT&T's exhibit list. After reviewing the documents, NCC found even more contradictions that in my opinion would clearly prove alter ego, perjury, bad faith and fraud. Simply allowing Vaya to relinquish their CPCN is not justice for the State of California. Please see the following email. Even though Ms. Taft has admitted she has a copy of the protective order, she is unwilling to provide a copy of it. Ms. Taft and the principals of Vaya and o1 do not want these documents to see the light of day.

Begin forwarded message:

From: Anita Taff-Rice <anita@icommlaw.com>

Subject: Re: Protective order

Date: June 30, 2021 at 08:58:33 PDT

To: Todd Lesser fm <todd@nccom.com>

Cc: dale@daledixonlaw.com

Mr. Lesser,

I am unable to provide legal assistance to you. I believe the protective order is available on the case docket on the court's website. Perhaps Dale can assist you in retrieving a copy.

As a reminder, confidential documents from the court case may not be shared with any third party (including AT&T) unless that party has reviewed and signed the protective order and provided a copy to me.

Anita

On 6/29/2021 11:32 AM, Todd Lesser fm wrote:

Could you please send me a copy of the protective order. Dale Dixon was unable to locate it.

Thank you

--

iCommLaw

1547 Palos Verdes #298

Walnut Creek, CA 94597

(415) 699-7885

EXHIBIT 3

**MARCH 17, 2023 NOTICE OF EX PARTE COMMUNICATION
FROM ALJ KLINE REGARDING TODD LESSER IMPROPER
EX PARTE EMAIL ON MARCH 8, 2023**



ALJ/ZK1/jnf 3/17/2023

FILED

03/17/23

02:57 PM

C1709023

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Pacific Bell Telephone Co. d/b/a
AT&T California (U1001C),

Complainant,

vs.

VAYA Telecom, Inc. (U7122C),

Defendant.

Case 17-09-023

DECISIONMAKER NOTICE OF EX PARTE

Pursuant to Public Utilities (Pub. Util.) Code Section 1701.1(e)(3)(B) of the Commission's Rules of Practice and Procedure,¹ Administrative Law Judge (ALJ) Zita Kline hereby notifies all parties in the above-captioned proceeding of an *ex-parte* contact with ALJ Kline in violation of Pub. Util. Code Sections 1701.1(e)(3) and 1701.2(g). This Ruling also notifies Todd Lesser of the Pub. Util. Code Section 1701.1(e)(3)(A) requirement that interested parties file a notice of *ex-parte* within three business days of the *ex-parte* contact. Pursuant to

¹ California Code of Regulations, Title 20, Division 1, Chapter 1; hereinafter, Rule or Rules.

Pub. Util. Code Section 1701.1(e)(3)(C), the Commission may impose penalties for violations of the Commission's *ex-parte* requirements. The *ex-parte* contact occurred on March 8, 2023 at 6:47 p.m. by written communication consisting of an email from Todd Lesser, on behalf of North County Communications, *see* email attached.

Dated March 17, 2023, at San Francisco, California.

/s/ ZITA KLINE
Zita Kline
Administrative Law Judge

ATTACHMENT A

E-mail

Chan, Jennifer



From: Todd Lesser fm <todd@nccom.com>
Sent: Wednesday, March 8, 2023 11:59 AM
To: Kline, Zita
Subject: [EXTERNAL] Fwd: Vaya - North County Communications
Attachments: North County ICA (2-1-2007).pdf

FILED

03/17/23

02:57 PM

C1709023

Follow Up Flag: Follow up

Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

FYI. I thought you would find this interesting that Vaya claims that they have no money but after the judgement against them and after the date of them shutting down the corporation. They fraudulently conveyed their one asset - their judgment against NCC. That judgment was based upon NCC not able to prove our claim because o1/Vaya caused the records to be invalid by unlawfully routing all the calls over their local interconnection truck. The sweet heart deal they had with AT&T hurt every carrier in California that subtended the AT&T tandems. AT&T didn't care because they were being compensated. They even didn't care that Vaya was allowing their customers to spoof ANI's and send unlawful telemarketing calls.

They continue to tell contradictory statements to the State court versus the CPUC. Even their attorney mislead you when she said the confidentially agreement was filed with the State court. That is a complete fabrication. Confidential discovery agreements are not filed with the court. She admitted to she it but wouldn't give it to me so I could give them to AT&T. It would be against public policy for me not to provide you with these documents. Vaya doesn't want NCC nor your honor to see the full picture.

Vaya filed an unsigned contract between Vaya and o1 communications. Vaya had two customers. o1 Communications and another company. Once NCC obtained a writ of attachment, Vaya moved that customer to be an o1 customer.

AT&T nor the CPUC were aware of these key facts. They also testified that Vaya and o1 had completely separate networks. I suspect that was a complete fabrication but I haven't see the AT&T discovery documents.

Vaya claimed that they knew the jurisdiction of the calls they sent up but I suspect they told the CPUC and AT&T that they didn't know them and that is why there was that settlement agreement.

With all due respect, I believe the CPUC should investigate the Robocalls and can can see the evidence below of conveying assets after claiming the judgment was worth nothing.

If you would like for me to send you transcripts of depositions, discovery answers, and trial transcripts, I can.

NCC was the victim here. Vaya and o1 created a scheme to sell below market rate long distance traffic.

NCC sued o1 communications. We settled it and have a traffic exchange agreement. Then the principals of o1 communications created Vaya to unlawfully get around the agreement. They violate every agreement they sign.

Unfortunately because of the confidential settlement agreement Vaya had with AT&T, no other CLEC or ILEC in California knows this. They either under billed Vaya believing the calls were local or like NCC, was unable to accurately go after Vaya because of the AT&T records were unbillable because they didn't accurately determine the jurisdiction of the calls.

See attached.

Begin forwarded message:

From: Dawn Coulson <dcoulson@eppscoulson.com>
Subject: RE: Vaya - North County Communications
Date: August 26, 2022 at 19:06:41 PDT
To: Todd Lesser fm <todd@nccom.com>

Todd – as I suspected, without some basis for such a low number, our client is not inclined to accept a \$50k offer. Would you like to discuss a more reasonable payment for the outstanding judgment, which appears to be about \$1.8m now?

Dawn M. Coulson

EPPS & COULSON, LLP | ATTORNEYS AT LAW
t 213.929.2390 | f 213.929.2394 | direct dial 213.929.2393
dcoulson@eppscoulson.com | www.eppscoulson.com

From: Dawn Coulson
Sent: Friday, August 26, 2022 3:28 PM
To: 'Todd Lesser fm' <todd@nccom.com>
Subject: RE: Vaya - North County Communications

Hi Todd:

I'll check with our client. I know that she'll inquire of the reason you believe she should accept such a low amount as compared to the judgment. What shall I say?
Feel free to call my direct dial if you want to discuss it.

Dawn M. Coulson

EPPS & COULSON, LLP | ATTORNEYS AT LAW
t 213.929.2390 | f 213.929.2394 | direct dial 213.929.2393
dcoulson@eppscoulson.com | www.eppscoulson.com

-----Original Message-----

From: Todd Lesser fm <todd@nccom.com>
Sent: Friday, August 26, 2022 11:40 AM
To: Dawn Coulson <dcoulson@eppscoulson.com>
Subject: Vaya - North County Communications

WARNING: THIS EMAIL IS FROM OUTSIDE OF OUR NETWORK!
Verify the sender before opening any attachments or clicking on any links.

This is an offer of \$50,000 to settle the claim. Are you will to accept this?

TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement is entered into as of the 1st day of February, 2007 (the "Effective Date") by and between North County Communications, Corp. ("North County"), and O1 Communications, Inc. ("O1").

WHEREAS, North County and O1 are telecommunications companies that are in the business of providing local exchange services to their respective subscribers in the State of California; and

WHEREAS, North County and O1 wish to enter into an agreement pursuant to which they may terminate calls originating on the other party's network, either directly or through a transiting arrangement with the incumbent local exchange carrier ("ILEC"); and

WHEREAS, neither Party is an incumbent local exchange company as defined in the Telecommunications Act of 1934, as amended;

NOW THEREFORE, the parties agree as follows:

In consideration of the mutual promises contained herein, North County and O1 Communications, Inc. agree that North County and O1 Communications, Inc. will pay the other's invoices over \$1,500 within thirty (30) days of verification, when the invoices are presented with complete call detail records ("CDRs") and after those CDRs have been verified by the receiving company to accurately reflect the actual traffic terminated or transited by the billing company which has not otherwise been bill or paid through the CABS regime or otherwise, based on each company's approved tariffed rates and terms filed with the California Public Utilities Commission provided further that North County's rates will remain the same for the initial term of this Agreement and thereafter will be subject to an annual cost of living increase tied to a rise in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Cities. In no event will this entitle the billing company to a "double recovery" or any other inequitable recovery for termination or transit services.

The initial term of the Agreement is from February 1, 2007 through August 1, 2007. This Agreement shall automatically renew on the last day of the Term of the Agreement for an additional twelve (12) month period (a "Renewal Term") unless either party has provided written notice of its intention to terminate this Agreement at least fifteen (15) days prior to the end of the Term of the Agreement and shall automatically renew on the last day of each Renewal Term, unless either party has provided written notice of its intention to terminate this Agreement at least fifteen (15) days prior to the end of any Renewal Term.

This agreement is subject to changes in federal, state and local laws, ordinances, rules and regulations which affect the relationship established hereunder.

Exclusive venue for any dispute between the parties is the California Public Utilities Commission, in accordance with the laws, rules and regulations established by that commission and by the FCC for resolution of such disputes. In no event will either party resort to the courts of the United States or of the State of California or of any other jurisdiction, without first exhausting all necessary and proper administrative remedies. Violation of this provision will

entitle the aggrieved party to attorneys fees and appropriate sanctions as well as to all provable damages caused thereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first set forth above.

NORTH COUNTY COMMUNICATIONS
CORP.

By: Todd Lesser
Name: Todd Lesser
Title: President
3802 Rosecrans Street, #485
San Diego, CA 92110
Tel.: 619/364-4750
Fax: 619/364-4710

O1 COMMUNICATIONS, INC.

By: R. Keenan Davis
Name: R. Keenan Davis
Title: General Counsel

(END OF ATTACHMENT A)

EXHIBIT 4

**MARCH 17, 2023 IMPROPER EMAIL FROM TODD LESSER TO
JUDGE KLINE**

Subject: C.17-09-023 ALJ Procedural Communication Regarding NCC Request

From: "Kline, Zita" <Zita.Kline@cpuc.ca.gov>

Date: 3/17/2023, 4:08 PM

To: Todd Lesser fm <todd@nccom.com>

CC: "rb2659@att.com" <rb2659@att.com>, "Anita@iCommlaw.com" <Anita@iCommlaw.com>, AppRhg <AppRhg@cpuc.ca.gov>, "JTCovey@DuaneMorris.com" <JTCovey@DuaneMorris.com>, "HGermann@MayerBrown.com" <HGermann@MayerBrown.com>, "Todd@nccom.com" <Todd@nccom.com>, "Phanh, Beckie" <Beckie.Phanh@cpuc.ca.gov>, "Tse, Danny" <danny.tse@cpuc.ca.gov>, "fvr@cpuc.ca.gov" <fvr@cpuc.ca.gov>, Magaña, Lucia <Lucia.Magana@cpuc.ca.gov>, "Lee, Nancy S." <nancy.lee@cpuc.ca.gov>, "Gutierrez, Thomas" <Thomas.Gutierrez@cpuc.ca.gov>, "Kline, Zita" <Zita.Kline@cpuc.ca.gov>, "Andy.Umana@att.com" <Andy.Umana@att.com>, "DavidJMiller@att.com" <DavidJMiller@att.com>, "MT4348@att.com" <MT4348@att.com>, "hugh.osborne@att.com" <hugh.osborne@att.com>, "MNelson@o1.com" <MNelson@o1.com>, "alco.robinson@att.com" <alco.robinson@att.com>, "elizabeth.hansen@att.com" <elizabeth.hansen@att.com>

Mr. Lesser,

Non-parties cannot file exhibits in an open proceeding. As I have indicated before, NCC will have to file a motion for party status if it wants to participate in this proceeding.

Zita Kline (she/her)
Assistant Chief Administrative Law Judge
California Public Utilities Commission
(415) 703-3113
zita.kline@cpuc.ca.gov

-----Original Message-----

From: Todd Lesser fm <todd@nccom.com>
Sent: Friday, March 17, 2023 10:30 AM
To: Kline, Zita <Zita.Kline@cpuc.ca.gov>
Subject: [EXTERNAL] Permission

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Your honor,

I know the clerk needs permission from you before a non-party can file an exhibit in a case. I would like permission to file in this case an exhibit showing that, post your decision and post Vaya claiming they have no assets to pay the AT&T judgment nor the CPUC fine, the assignment of a judgment against NCC.

Thank you for your courtesy and cooperation.